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Doc#: 0402645049

Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds Date: 01/26/2004 09:45 AM Pg: 1 of 2

MAIL TO: RESIDENTIAL TITLE SERVICES 1910 S. HIGHLAND AVE.

GREATER CHICAGO BANK

SUITE 202 LOMBARD, IL 60148 LOAN MODIFICATION AGREEMENT

WHEREAS THE GREATER CHICAGO BANK loaned LaSalle Bank National Association, not personally but as Trustre on behalf of Trust Agreement known as Number 121959 dated August 18, 1998 and George S. Faycurry, individually, the sum of \$163,000.000, as evidenced by a Promissory Note, Mortgage and Assignment of Rents executed and delivered on August 25, 1998, which mortgage and assignment of rents are duly recorded in the public records in the Recorder's Office of Cook County, Illinois as document nos. 98762404 and 98762405 on August 26, 1998, which Promissory Note, Mortgage and Assignment of Rents are hereby incorporated herein as part of this instrument, and WHFLFAS, the undersigned, owner of said premises, have found it necessary and do hereby request a modification of the terms of said loan for the following reasons: The amount of the loan is increased to \$536,250.00 and the maturity of the loar is extended to July 10, 2008. In addition, the rate of interest on the loan is changed to a variable rate of the prime rate of interest as published in the Wall Street Journal plus a margin of 1.00% per annum with a floor rate of interest of 6.0 % per annum and a ceiling rate of 9.0% per annum.

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter:

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of said commercial loan is Five Hundred Thirty-Six Thousand Two Hundred Fifty dollars (\$536,250.00), all of which the undersigned promise to pay with interest at the variable rate of the prime rate of interest as published in the Wall Street Journal plus a margin of 1.00% per annum with a floor rate of 6.00% per annum and a ceiling rate of 9.0% per annum until paid, and that the same shall be payable initially at \$3,455.18 per month beginning on the 1st day of August, 2003, to be applied first to interest and balance to principal plus a sum estimated to be sufficient to discharge collected to principal plus a sum estimated to be sufficient to discharge real estate taxes and insurance obligations (if applicable) and that the maturity of the loan is extended to 97/16/2008 and that in all other respects said mortgage contract shall remain in full force and effect.

SIGNED this 10th day of July, 2003

LaSalle Bank National Association, as Trustee for Trust Agreement known as Trustee 121959, dated

August 18, 1998 and not personally

ASST. VICE PRESIDENT

This Instrument was prepared by Ma

George C. Anderson 219 S. Mannheim Rd. Bellwood, IL 60104

GREATER CHICAGO BANK 219 S. MANNHEIM ROAD BELLWOOD, ILLINOIS 60104

This instrument is executed by LaScale Bank National Association, not personally but solely as Trustee in the exercise of the power and outhornly contened upon and verted in it as such trustee. If is expressly understood and agreed that all the warrantics, indemnities, representations, covenants, undertokings and agreements herein made on the part of the flustee are underloken by it solely in its copacity as Instee and not personally, to personal listality or personal responsibility is assumed by or shall at any time be asserted or antorceable against the Trustee on account of any warranty, indemnity, representation, coverant, undertaking of agreement of the Trustee in this instrument.

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Appendix A – Legal Description

THAT PART OF LOTS 30 AND 31 IN BLOCKS 1 IN BRYN MAWR ADDITION TO EDGEWATER, A SUBDIVISION OF THAT PART OF THE SOUTH 43 RODS OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE GREEN BAY ROAD (NOW CLARK STREET) TAKEN AS A SINGLE TRACT OF LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID SINGLE TRACT AT A POINT 50 FEET NORTHWESTERLY OF THE SOUTHWESTERLY CORNER OF SAID TRACT; THENCE NORTHEASTERLY AT RIGHT ANGLES ALONG THE DIVISION LINE BETWEEN BRICK WALLS, A DISTANCE OF 57.44 FEET TO THE WEST FACE OF A BRICK WALL; THENCE NORTHEASTERLY ALONG SAID WALL, A DISTANCE OF 4 FEET TO A CORNER OF SAID WALL; THENCE NORTHWESTERLY ALONG A BRICK WALL, A DISTANCE OF 2.56 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE OF THE WESTERLY FACE OF A BRICK WALL AND BRICK WALL EXTENDED SOUTH, A DISTANCE OF 40.83 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID SINGLE TRACT, WHICH POINT IS 45.65 FEET WEST OF THE NORTHEASTERLY CORNER OF SAID TRACT; THENCE WEST ON THE NORTHEAST CORNER OF SINGLE TRACT, A DISTANCE OF 70.51 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID SINGLE TRACT; THENCE SO THEASTERLY ALONG THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 54.82 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5667 NORTH CLARK STREET CHICAGO, IL 60660

Property Tax Identification Number: 14-05-125-063-0000

GREATER CHICAGO BANA .

243 S. MANNYEM HOAD

243 S. MANNYEM HOAD

350, MANNYEM HOAS 80104